



Agreements

Agreement with City/County to Issue
Minor Encroachment Permits.....B-1

Interagency Agreement-Filming on
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Maintenance Agreement.....B-11

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Cooperative Agreement A-1
Used for project development and contract administration
of privately funded projects.
<http://www.dot.ca.gov/hq/oppd/coop/cooptoc.html>

Cooperative Agreement A-2
Escrow agreement for privately funded projects.
<http://www.dot.ca.gov/hq/oppd/coop/cooptoc.html>

Cooperative Agreement A-3
Privately funded planting projects under \$1,000,000.

Cooperative Agreement E-1
Locally funded highway planting projects.
<http://www.dot.ca.gov/hq/oppd/coop/cooptoc.html>

Cooperative Agreement J-1
Used when a Local Entity Advertises, Awards, and
Administers a State Highway Improvement Project that
is Funded by others and No Federal Funds are involved
<http://www.dot.ca.gov/hq/oppd/coop/cooptoc.html>

Cooperative Agreement J-2
Used when a Local Entity Advertises, Awards, and
Administers a Project and Federal Funds are used.
<http://www.dot.ca.gov/hq/oppd/coop/cooptoc.html>

Cooperative Agreement J-3
Used when the State advertises, awards, and administers
a project and the Local Entity reimburses the State
<http://www.dot.ca.gov/hq/oppd/coop/cooptoc.html>

AGREEMENT WITH (CITY/COUNTY OF _____) TO ISSUE ROUTINE

ENCROACHMENT PERMITS ON CONVENTIONAL HIGHWAYS

THIS AGREEMENT, made and executed in duplicate this ____ day of 20____, by and between the State of California acting by and through the Department of Transportation, hereinafter referred to as State and the (City/County of hereinafter referred to as (City/County)).

WITNESSETH:

A. RECITALS

The Parties hereto desire to provide for the (City/County) to perform particular encroachment permit functions on (designated State highways) within the jurisdictional limits of (City/County), to wit, the issuance of routine encroachment permits and the control and inspection of work performed pursuant to said permits, as provided for in Sections 130 and 676 of the Streets and Highways Code.

B. AGREEMENT

This Agreement shall supersede any previous AGREEMENT WITH CITY/COUNTY OF _____ TO ISSUE ROUTINE ENCROACHMENT PERMITS ON STATE HIGHWAYS and/ or AMENDMENTS thereto.

C. In consideration of the mutual covenants and promises herein contained it is mutually agreed that (City/County);

1. Shall use State's Standard Encroachment Permit forms.
2. Shall follow State's policies as contained in State's Encroachment Permit Manual. A copy of said Manual will be furnished upon execution of this Agreement.
3. Shall follow State's design standards unless (City/County's) standards are more restrictive. In the event of conflict as to interpretation, State's standards shall apply.
4. May issue Encroachment Permits for the following routine encroachments without State's prior approval:
 - a.
 - b.
 - c. (etc.)

5. Shall collect sufficient fees from the permittee to cover its cost of permit administration, inspection and other permit related costs. No cost for (City/County) administration, review or inspection shall be charged to or borne by the State.
6. (City/County) shall assign qualified personnel to review permit application, plans and specifications, to revise plans and produce permit with appropriate specifications, and to provide construction inspection or monitoring and conduct final inspection of all work performed within the highway right-of-way.
7. Shall keep on file, subject to State's inspection, all permits issued on State highways; and shall forward copies of all issued permits, along with Notices of Completion, As-Built plans (if any) and all other related data to State's District Permit Engineer immediately upon completion of the work permitted or upon the expiration of the permit.

D. LEGAL RELATIONS AND RESPONSIBILITIES

Nothing in the provisions of this agreement is intended to created duties or obligations to or rights in third parties not parties to this contract or affect the legal liability of either party to the contract by imposing any standard of care respecting the maintenance of State highways different from the standard of care imposed by law.

It is understood and agreed that neither the STATE nor any officer or employee is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the (CITY/COUNTY) under or in connection with any work, authority or jurisdiction delegated to the (CITY/COUNTY) under this agreement. It is understood and agreed that pursuant to Government Code Section 895.4 (CITY/COUNTY) shall defend, indemnify and save harmless the State of California, all officers and employees from all claims, suits or actions of every name, kind and description brought for or in account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by the (CITY/COUNTY) under or in connection with any work, authority or jurisdiction delegated to the (CITY/COUNTY) under this agreement.

The (CITY/COUNTY) waives any and all rights to any type of express and implied indemnity against the STATE, its officers and employees arising from any work, authority or jurisdiction delegated to the (CITY/COUNTY) under this agreement.

E. TERMS OF AGREEMENT

THIS AGREEMENT shall become effective and shall remain in full force and effect until amended or terminated. This Agreement may be amended or terminated at anytime upon mutual consent of the parties hereto. This Agreement may also be terminated by either party upon thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

(CITY/COUNTY) OF

BY _____

Approved as to form and procedure

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Attorney
Department of Transportation

BY _____

City/County Attorney

FILE 410

NUMBER

51A0023

CTCA # C97-0325

STATE OF CALIFORNIA

INTERAGENCY AGREEMENT

STD.13 (REV.9-89)

THIS AGREEMENT is entered into this 2nd day of January, 1998 _
by and between the undersigned State Agencies:

Set forth services, materials, or equipment to be furnished, or work to be performed, and by whom,
time for performance including the terms, date of commencement and date of completion, and provision
for payment per (1225 and 8752-8752.1 SAM.)

The entire agreement is contained on the following pages.

NAME OF STATE AGENCY RECEIVING SERVICES

DEPARTMENT OF TRANSPORTATION

CALLED ABOVE (SHORT NAME)

CALTRANS

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE OF PERSON SIGNING

JAMES W. VAN LOBEN SELS, Director, Department of Transportation

NAME OF STATE AGENCY PROVIDING SERVICES

CALIFORNIA HIGHWAY PATROL

CALLED ABOVE (SHORT NAME)

CHP

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE OF PERSON SIGNING

D.O. HELMICK, Commissioner, Department of California Highway Patrol

NAME OF STATE AGENCY PROVIDING SERVICES

CALIFORNIA TRADE AND COMMERCE AGENCY THROUGH
CALIFORNIA FILM COMMISSION

CALLED ABOVE (SHORT NAME)

CTCA

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE OF PERSON SIGNING

LEE GRISSOM, Secretary, California Trade and Commerce Agency

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) TRANSPORTATION		FUND TITLE State Hwy		DEPARTMENT OF GENERAL SERVICES USE ONLY <input checked="" type="checkbox"/> Exempt from DGS Approval per Notice 11.6
	(OPTIONAL USE)				
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$	ITEM	CHAPTER 282	STATUTE 97	FISCAL YEAR 97/98	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 51 397 51 937010 7EXEMPT 7032				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 0	I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above		T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER				DATE	

Article I - Description

A. The California Highway Patrol (CHP), the California Department of Transportation (Caltrans) and the California Trade and Commerce Agency (CTCA) acting through the California Film Commission (CFC), shall establish reasonable and consistent criteria for issuing and inspecting specific permit types to allow filming on State highway rights-of-way. The responsibilities of the signatory parties to this agreement shall be clarified through Joint Policy Guidelines which are attached and made a part of by reference and attachment. The Guidelines (e.g., "State Conventional" Highways" (Attachment A), "Freeway and Access Controlled" (Attachment B) and this agreement are subject to the interdepartmental format amendment processes.

B. Terms for this agreement are defined as:

1. Conventional highway: Any highway other than an access controlled highway.
2. Access Controlled Highway: Any highway with full or partial restriction of access, allowing entry only at prescribed access points, usually designated as a freeway or expressway.
3. Caltrans encroachment permit: A revocable authorization issued by Caltrans allowing non-Caltrans specified work on State highways rights-of-way. May be revoked immediately upon any violation of permit requirements.
4. CFC permit: A document issued by CFC authorizing commercial filming operations of State properties. A CFC permit must be accompanied by a Caltrans Encroachment Permit before any film work is done on any State highway.
5. Intermittent traffic breaks: Impeding or stopping the flow of public traffic, normally not to exceed five minutes.
6. FO permit: Caltrans Encroachment Permit which only authorizes placement of cameras, equipment, and "No Parking" signs in conventional highway rights-of-way.
7. FI permit: Caltrans Encroachment Permit which only authorizes filming of moving vehicles and intermittent traffic breaks in conventional highway right-of-way.
8. FL permit: Caltrans Encroachment Permit authorizing filming on conventional highways with traffic control other than intermittent traffic breaks.
9. FS permit: Caltrans Encroachment Permit authorizing filming within conventional highways involving stunts, pyrotechnics, aircraft flying below a 500-foot altitude, or any filming within access controlled highways.
10. FR permit rider: A document issued by Caltrans changing terms and conditions of the original encroachment permit. Significant changes may require Caltrans to issue a new permit.

C. CHP agrees to:

1. Enforce permit conditions and assure public safety and convenience for all FO and FI permits, and for routine FS permit filming activities on access controlled highways with only rolling traffic breaks performed by CHP, and for other FL and FS permits, if requested by Caltrans.
2. Furnish CFC with the name and telephone number of the CHP Film Media Relations Officer (FMRO) responsible for permit conditions enforcement. The FMRO shall be identified in each CFC permit.
3. Ensure permitted work hours and locations are not significantly altered or changed without a Caltrans FR permit rider. CHP may only approve minor changes to approved filming activities or locations, and time extensions during daylight hours that will allow the filming to be completed without impacting commute or peak traffic. These CHP approved changes must be documented on the face of issued permit.
4. Supply Caltrans and CFC with written documentation of unusual occurrences and permit violations occurring during permitted activities. Documentation shall be prepared by CHP FMRO named in the CFC permit.
5. Verify the monthly list of permits provided by Caltrans as described in Section, D.8, below.
6. Promptly apprise Caltrans and CFC of complaints received by CHP relative to filming on State highways.
7. Provide ongoing staff training and assist in CFC and Caltrans staff training sessions.

D. Caltrans agrees to:

1. Receive and process encroachment permit applications for filming during Caltrans regular work hours.
2. Process and inspect, as in the past, FL and FS permits.
3. When feasible, issue or deny routine FO and FI permits or routine FS permits on Access Controlled Highways within 24 hours of receipt by Caltrans, when adequate lead time is provided. Lead time will not include weekends and State observed holidays.
4. Immediately notify CFC and CHP when routine permits will not be issued within 24 hours, or when more complex permits will not be issued in the time frame requested and instead inform CFC and CHP of the dates when Caltrans expects to issue the requested permits.

5. Issue FO and FI permits, and routine FS permits on Access Controlled Highways, to authorize CHP permit conditions enforcement.
6. Issue FR permit riders when requested by the permittee and deemed appropriate by Caltrans and CHP.
7. To Promptly apprise CHP and CFC of all complaints received by Caltrans relative to filming on State highways.
8. Provide the named CHP FMRO with a monthly list of all issued permits for verification of completion or expiration.
9. Provide ongoing staff training and assist in CHP and CFC staff training sessions.

E. CFC agrees to :

1. Issue filming permits for use of State highway rights-of-way only after attaching the entire preissued Caltrans encroachment permit.
2. Ensure all Caltrans encroachment permit applications for filming on State highways are complete, with detailed work descriptions, before CFC issues its filming permits.
3. Inform filming industry representatives of permit procedures.
4. Ensure applicants provide adequate lead time for permit processing and inform applicants that Caltrans and CHP may not be able to process routine permits within 24 hours or more complex permits in the time frame requested when the lead time is too short. Lead time will not include weekends and State observed holidays.
5. Provide staff training and assist in CHP and Caltrans training sessions.
6. Document all permit violations with a timely copy to CHP and Caltrans.
7. Collect fees required by Caltrans and Government Code Section 14998.8 before issuing permits.
8. Bill or refund permittee as appropriate for Caltrans inspection for FL and FS permits upon notification of costs by Caltrans.
9. Excluding Governor's referrals to Caltrans or CHP, respond to all public complaints regarding filming permits on State highways after soliciting input from Caltrans and the CHP.

F. Special Provisions

1. California Vehicle Code compliance with respect to activities not requiring a Caltrans permit shall be the responsibility of CHP.
2. All routine contacts between CHP, CFC and Caltrans on permit matters covered by this agreement shall be directed through the CHP statewide film coordinator, the Caltrans statewide film coordinator, and the CFC Permit Coordinator respectively.
3. CHP, CFC, and Caltrans shall jointly train agency staff in the operation of this agreement.
4. Caltrans may monitor CHP inspected permits to determine CHP training needs at no cost to permittee.
5. CHP, CFC and Caltrans shall hold regular monthly meetings, on a specified date and time, involving the CHP statewide film coordinator, the Caltrans statewide film coordinator, and the CFC Deputy Director, or designees, to review current procedures and areas of concern. Upon the Mutual agreement of the parties, individual meetings may be canceled.

Article II - Contract Period

This contract shall begin on January 2, 1998, contingent upon approval by the State, and expire on January 1, 2001, unless extended by amendment.

Article III - Contract Management

Caltrans Contract Manager is the Chief, Office of Commercial Vehical Operations and Permits, (916) 654-6099, or Calnet (8) 464-6099.

CHP's Contract Manager is the Commander of the Office of Research and Planning, (916)657-7237

CFC's Contract Manager is the Deputy Director of the CFC, (213) 860-2960.

Article IV - Payment

Each party will assume all costs incurred in the performance of this agreement, except to the extent that those costs are passed on to the permit holders.
The CHP and CFC agree to provide the services covered in this agreement at no cost to Caltrans.

Article V - Year 2000 Compliance

This contract is subject to Year 2000 Compliance for automated devices in the State of California. Year 2000 compliance is defined as follows: Year 2000 compliance for automated devices in the State of California is achieved when embedded functions have or create no logical or mathematical inconsistencies when dealing with dates. The year 2000 is recognized and processed as a leap year. The product must also operate accurately in the manner in which it was intended for date operation without requiring manual intervention.

Article VI - Termination

All parties reserve the right to terminate this agreement without cause upon thirty (30) days written notice to the other two parties involved.

Article VII - Change in Terms/Amendment

This agreement may be amended or modified only by mutual written agreement of the parties.

Article VIII - Subcontracting

No subcontracting is authorized by this agreement.

Article IX - Retention of Records/Audits

- A. For the purpose of determining compliance with Public Contract Code Section 10115, et. seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et. seq., when applicable, and other matters connected with the performance of the contract pursuant to Government Code Section 8546.7, the Contractor, subcontractors and the State shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The State, the State Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Contractor that are pertinent to the contract for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

- B. Any subcontract entered into as a result of this contract shall contain all the provisions of this article.

Article X - Indemnify and Hold Harmless

- A. Neither Caltrans, nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by CHP or CTCA under or in connection with any work, authority, or jurisdiction delegated to CHP or CFC under this agreement. It is also agreed that, pursuant to Government Code Section 895.4, CHP and CTCA shall indemnify and hold Caltrans harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CHP or CTCA under or in connection with any work, authority, or jurisdiction delegated to CHP or CTCA under this agreement.
- B. Neither CHP, nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by Caltrans or CTCA under or in connection with any work, authority, or jurisdiction delegated to Caltrans or CTCA under this agreement. It is also agreed that, pursuant to Government Code Section 895.4, Caltrans and CTCA shall fully indemnify and hold CHP harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by Caltrans or CTCA under or in connection with any work, authority, or jurisdiction delegated to Caltrans or CTCA under this agreement.
- C. Neither CTCA, nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by Caltrans or CHP under or in connection with any work, authority, or jurisdiction delegated to Caltrans or CHP under this agreement. It is also agreed that, pursuant to Government Code Section 895.4, Caltrans and CHP shall fully indemnify and hold CTCA harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by Caltrans or CHP under or in connection with any work, authority, or jurisdiction delegated to Caltrans or CHP under this agreement.

AGREEMENT FOR MAINTENANCE OF STATE HIGHWAYS IN THE (CITY/COUNTY)
OF _____

THIS AGREEMENT, made and executed in duplicate this _____ day of _____ 20____, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "the STATE" and the (CITY/COUNTY) of hereinafter referred to as "(CITY/COUNTY)".

WITNESSETH:

A. RECITALS:

The Parties desire to provide for the (CITY/COUNTY) to perform particular maintenance functions on the State highway within the (CITY/COUNTY) as provided in Section 130 of the Streets and Highways Code.

B. AGREEMENT:

This Agreement shall supersede any previous AGREEMENT FOR MAINTENANCE OF STATE HIGHWAYS IN THE (CITY/COUNTY) OF _____ and/or AMENDMENTS thereto with the (CITY/COUNTY).

In consideration of the mutual covenants and promises herein contained, it is agreed:

The (CITY/COUNTY) will perform such maintenance work as is specifically delegated to it, on the State highway routes or portions hereof all as hereinafter described under Section H hereof or as said Section may be subsequently modified with the consent of the parties hereto acting by and through their authorized representative.

C. MAINTENANCE DEFINED:

Maintenance is defined in Section 27 of the Streets and Highways Code as follows:

- Sec. 27. (a) The preservation and keeping of rights of way, and each type of roadway, structure, safety convenience or device, planting, illumination equipment and other facility, in the safe and usable condition to which it has been improved or constructed, but does not include reconstruction, or other improvement.
- (b) Operation of special safety conveniences and devices, and illuminating equipment.
- (c) The special or emergency maintenance or repair necessitated by accidents or by storms or other weather conditions, slides, settlements or other unusual or

unexpected damage to a roadway, structure or facility.

D. DEGREE OF MAINTENANCE:

The degree or extent of maintenance work to be performed and the standards therefore shall be in accordance with the provisions of Section 27 of the Streets and Highways Code, as set forth in the current edition of the State Maintenance Manual (a copy of which has been provided to the CITY/COUNTY), or as may be prescribed from time to time by the District Director. "District Director," as used herein, means the District Director of the Department of Transportation assigned to the territory in which the (CITY/COUNTY) is located, or his authorized representative.

The STATE reserves the option to check at random all areas of STATE HIGHWAYS maintained by the (CITY/COUNTY) to assure conformance to maintenance levels. Failure of the (CITY/COUNTY) to comply with the maintenance levels would be reason to terminate this agreement as specified under Section J "Term of Agreement." However, this random check does not preempt the (CITIES/COUNTIES) maintenance responsibilities as spelled out in the agreement.

An encroachment permit will be required for third parties when maintenance work is redelegated. Such redelegated work shall be performed to the same levels of service as spelled out herein and will be subject to the same random checks as provided for work performed directly by (CITY/COUNTY) forces.

The level of service of maintenance in each of the programs delegated to the (CITY/COUNTY) has been considered in setting authorized total and route dollar amounts. The (CITY/COUNTY) may perform additional work if desired but the STATE will not reimburse the (CITY/COUNTY) for any work in excess of authorized dollars. The District Director may authorize adjustments needed because of inflation or changes in program emphasis.

E. LEGAL RELATIONS AND RESPONSIBILITIES: (Preferred)

Nothing in the provisions of this agreement is intended to create duties or obligations to or rights in third parties not parties to this contract or affect the legal liability of either party to the contract by imposing any standard of care respecting the maintenance of State highways different from the standard of care imposed by law.

It is understood and agreed that neither the STATE nor any officer or employee is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the (CITY/COUNTY) under or in connection with any work, authority or jurisdiction delegated to the (CITY/COUNTY) under this agreement. It is understood and agreed that pursuant to Government Code section 895.4 (CITY/COUNTY) shall defend, indemnify and save harmless the State of California, all officers and employees from all claims, suits or actions of every name, kind and description brought for or in account of injuries to or death of any person

or damage to property resulting from anything done or omitted to be done by the (CITY/COUNTY) under or in connection with any work, authority or jurisdiction delegated to the (CITY/COUNTY) under this agreement.

The (CITY/COUNTY) waives any and all rights to any type of express and implied indemnity against the STATE, its officers and employees arising from any work, authority or jurisdiction delegated to the (CITY/COUNTY) under this agreement.

E. LEGAL RELATIONS AND RESPONSIBILITIES: (Acceptable)

Nothing in the provisions of this agreement is intended to create duties or obligations to or rights in third parties not parties to this contract or affect the legal liability of either party to the contract by imposing any standard of care respecting the maintenance of State highways different from the standard of care imposed by law.

It is understood and agreed that neither the STATE nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the (CITY/COUNTY) under or in connection with any work, authority or jurisdiction delegated to the (CITY/COUNTY) under this agreement. It is understood and agreed that pursuant to Government Code Section 895.4 (CITY/COUNTY) shall defend, indemnify and save harmless the State of California, all officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by the (CITY/COUNTY) under or in connection with any work, authority or jurisdiction delegated to the (CITY/COUNTY) under this agreement.

It is understood and agreed that neither the (CITY/COUNTY) nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the STATE under or in connection with any work authority or jurisdiction delegated to the STATE under this agreement. It is understood and agreed that pursuant to Government Code section 895.4 STATE shall defend, indemnify and save harmless the (CITY/COUNTY), all officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to the STATE under this agreement.

F. MAINTENANCE FUNCTIONS:

The (CITY/COUNTY) shall perform only those maintenance functions delegated, as identified, in Section H (DELEGATION OF MAINTENANCE) of this Agreement.

A brief description of those maintenance functions delegated to the (CITY/COUNTY) are included in this section. The functions are identified by the Caltrans HM Program Codes.

NOTE: For each function in Section H that is applicable to this Agreement insert that description from Attachment 1 "MAINTENANCE FUNCTION DESCRIPTIONS". Descriptions

more specifically identifying the work, such as "HM2D Roadway Litter and Debris - sweeping only" may be added if appropriate. If Electrical (HM4K) is included in the agreement, "EXHIBIT A" should be completed and included as part of Section H.

G. EXPENDITURE AUTHORIZATION:

The STATE will reimburse the (CITY/COUNTY) for actual cost of all routine maintenance work performed by (CITY/COUNTY) as delegated under Section H of this Agreement, but it is agreed that during any fiscal year, the maximum expenditure on any route shall not exceed the amount as shown on Section H of this Agreement, unless such expenditure is revised by an amended Agreement or otherwise adjusted or modified as hereinafter provided for.

A new "DELEGATION OF MAINTENANCE" sheet (Section H) will be provided annually by the STATE for the ensuing fiscal year, if necessary, to ensure equitable annual cost.

The expenditure per route for routine maintenance work as referred to above may be increased or decreased, redistributed between routes, or additional expenditures for specific projects may be made, when such adjustment of expenditures for routine maintenance or such specific work is authorized in writing by the District Director or his authorized representative.

Additional expenditures or adjustment of expenditures thus authorized shall apply during the fiscal year designated therein and shall not be deemed to permanently modify or change the basic maximum expenditure per route as hereinafter specified. An adjustment of the said maximum expenditure, either increase or decrease, shall not affect other terms of the Agreement.

H. DELEGATION OF MAINTENANCE

The specific maintenance function indicated below (and on "EXHIBIT A") is hereby delegated to the (CITY/COUNTY). This delegation of maintenance function set forth herein does not include areas and functions of which the control and maintenance rest with the local authority under the terms of Freeway Agreements and/or Freeway Maintenance Agreements.

<u>ROUTE NO.</u>	<u>LENGTH MILES</u>	<u>DESCRIPTION OF ROUTING</u>	<u>PROGRAM DELEGATED</u>	<u>MAXIMUM ANNUAL AUTHORIZED EXPENDITURE</u>
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TOTAL AUTHORIZED EXPENDITURE \$ _____

EXHIBIT "A"

Effective _____

ELECTRICAL FACILITIES OPERATION AND MAINTENANCE COST DISTRIBUTION

<u>ROUTE</u>	LOCATION / INTERSECTION <u>DESCRIPTION</u>	SIGNALS FLASHERS LIGHTS UTILITY <u>OWNED</u>	E-NUMBER/ UNITS	COST DISTRIBUTION <u>STATE CITY/COUNTY</u>
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I. SUBMISSION OF BILLS:

The (CITY/COUNTY) will submit bills in a consistent periodic sequence (monthly, quarterly, semiannually, or annually). Bills for less than \$500 shall not be submitted more than once each quarter. Bills must be submitted promptly following close of corresponding billing period and should be coded according to the Caltrans HM Program Code as outlined in this Agreement. Bills submitted for periods prior to the last fiscal year will be deemed waived and not be honored.

Equipment shall be charged at mutually acceptable rental rates and labor and material at actual cost. The (CITY/COUNTY) will be allowed to recover overhead and administrative costs only to the extent that such charges include applicable expenses incurred by the (CITY/COUNTY) in the execution of the work. Said factors and method shall be subject to approval by the STATE.

Maintenance services provided by contract or on a unit-rate basis with overhead costs included shall not have these above-mentioned charges added again. An actual handling charge for processing this type of bill will be allowed the (CITY/COUNTY).

Emergency and storms repairs performed by the (CITY/COUNTY) will be paid for only with prior approval of the STATE's Highway Superintendent of that specific area. In addition, the (CITY/COUNTY) should immediately notify the STATE's Area Superintendent for the area of any storm damage or other emergency condition affecting the STATE highway. The (CITY/COUNTY) shall maintain, on a generally accepted accounting basis complete and accurate records that support all billings. These records shall be made available to STATE representatives for review during normal business hours for a period of three (3) years after payment of said billings.

J. TERM OF AGREEMENT:

This Agreement shall become effective _____ and shall remain in full force and effect until amended or terminated.

This Agreement may be amended or terminated at any time upon mutual consent of the parties thereto. This Agreement may also be terminated by either party upon thirty (30) days notice to the other party.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

(CITY/COUNTY) OF

By _____
Mayor/County Executive

City/County Clerk

* Approved as to form and procedure:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Attorney
Department of Transportation

Director of Transportation

City/County Attorney

By _____
District Director

By _____

* May be deleted if not applicable.

Approval by STATE's Attorney is not required unless changes are made to this form, in which case the draft will be submitted for Headquarters' review and approval by STATE's Attorney as to form and procedure.

HM1A FLEXIBLE ROADBEDS (Old HM11)

This provides for patching, sealing, and maintaining the surface and base courses of asphalt surfaced roadways including asphalt surfaced shoulders. The following problems are included:

1. Crack/joint repair
2. Poor ride quality
3. Structural pavement failure
4. Potholes/local depressions
5. Preventative Maintenance
6. Miscellaneous

HM1B RIGID ROADBED (Old HM12)

This provides for patching, sealing and repairing concrete roadbeds, approaches to bridges, and their appurtenant shoulders and foundations. The following problems are included:

1. Crack/joint repair
2. Poor ride quality
3. Structural pavement failure
4. Bridge approach/departure
5. Paved shoulder - preventative maintenance
6. Paved shoulder - repair
7. Miscellaneous

HM2C SLOPES/DRAINAGENEGETATION (Old HM21 and HM23)

This provides for cleaning, maintaining, and repairing culverts, ditches, drains, structures, fences, curbs, sidewalks and other appurtenances between the roadbed and the outer highway right-of-way boundary line. It also includes weed and brush control by chemical, biological or mechanical methods, trimming and removal of trees and pest control. The following problems are included:

1. Unpaved shoulder management
2. Nonlandscaped weed control
3. Nonlandscaped tree/brush/vegetation
4. Fence repair
5. Drainage obstruction - ditch/channel
6. Drainage obstruction - drains/culverts
7. Drainage obstruction
8. Worn/damaged drainage facility
9. Miscellaneous

HM2D LITTER/DEBRIS (Old HM22)

This provides for removal of litter and debris from roadway surfaces and roadsides. The following problems are included:

1. Debris/carcass pickup
2. Freeway patrol
3. Sweeping
4. Litter pickup
5. Spills
6. Miscellaneous

HM2E LANDSCAPING (Old HM25)

This provides for watering, fertilizing, removal of shrubs, and control of weeds in planted areas. Includes trimming, removal, and spraying of trees, replacement of plants, shrubs, and trees, and pest control in planted areas. The following problems are included:

1. Weed control
2. Pruning/trimming/removing/replacing
3. Irrigation
4. Miscellaneous

HM3H BRIDGES (Old HM31 except pump plant maintenance)

This provides for repairs, cleaning, and painting of bridges. Also includes electrical and mechanical maintenance. The following problems are included:

1. Substructure
2. Superstructure - steel
3. Superstructure - concrete
4. Expansion joints
5. Railings
6. Drainage systems
7. Painting
8. Miscellaneous

HM3J OTHER STRUCTURES (Old HM31 pump plants)

This provides for the maintenance, repair and cleaning of pump plants. The following problems are included.

1. Pump plant
2. Miscellaneous

HM4M TRAFFIC GUIDANCE (Old HM41, HM42, and HM44)

This provides for the repainting of traffic stripes and markings and the cleaning, removal, and replacement of raised pavement markers. Cleaning, replacement, and general maintenance of signs and supports, including support structures for overhead signs are included. Also, the repair, cleaning, and replacement of guideposts, markers, guardrail, and energy dissipators as well as the repair of median barriers and their appurtenances. The following problems are included:

1. Pavement striping
2. Pavement markings
3. Raised pavement markings
4. Signs
5. Roadside markers
6. Guardrail
7. Median barrier
8. Vehicle energy attenuator
9. Miscellaneous

HM4K ELECTRICAL

This includes maintenance work performed on highway electrical facilities including flashing beacons, traffic signals, traffic-signal systems, safety lighting and sign lighting. It also includes the electrical energy for these items.

Timing sequence of traffic signals shall be determined after consultation with the (CITY/COUNTY); however, the decision of the District Director of Transportation shall be final. Maintenance of the "designed" timing is the responsibility of the (CITY/COUNTY). Timing records shall be kept in both (CITY/COUNTY) Maintenance and Traffic Branches.

EMERGENCY OPERATION OF TRAFFIC SIGNALS DURING EQUIPMENT FAILURE

This section replaced in 1986 by following brief passage from Traffic Manual.

EMERGENCY OPERATION OF TRAFFIC SIGNALS

Flashing operation shall be considered as the "primary emergency mode of operation at all intersection". Red/Yellow or all red may be used, as determined by State Traffic Engineering.

Every effort shall be made to restore the intersection to normal operation as soon as possible.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
NEWSPAPER DISTRIBUTION AGREEMENT
TR-0150 (NEW 12/2002)

The undersigned newspaper distributor, hereinafter referred to as DISTRIBUTOR, desires to place and maintain newspaper vending machines, hereinafter referred to as "Machines", at certain identified safety roadside rest areas owned and operated by the State of California, Department of Transportation, hereinafter referred to as STATE. DISTRIBUTOR agrees that the following conditions apply:

1. DISTRIBUTOR shall comply with the applicable provisions of the California Administrative Code and directions from the STATE as to the location and placement of each Machine and including its associated pedestal.
2. DISTRIBUTOR shall indemnify, protect and hold harmless the STATE, its officers and employees from all claims for injury to persons or damage to property by reason of the presence, location and/or maintenance of the Machines on STATE property, or by reason of claims based on acts of DISTRIBUTOR'S agents, employees or workers.
3. Maintenance of the Machines shall be the sole responsibility of DISTRIBUTOR, including any replacement or repair of Machines stolen or damaged by vandalism. DISTRIBUTOR shall begin to make necessary repairs within 48 hours after receipt of written or oral notification by STATE.
4. In the course of servicing a Machine, DISTRIBUTOR shall not deposit in or about any safety roadside rest area any wrapping paper, tying material or other litter, except to dispose of such material in a receptacle intended for that purpose. Any material that cannot be disposed of in available receptacles shall be immediately removed from the premises by DISTRIBUTOR.
5. If the distribution of newspapers is discontinued for thirty consecutive days, DISTRIBUTOR shall remove the Machine and restore the site to its original condition.

If the Machine to be removed is on a pedestal shared with other machines, DISTRIBUTOR shall modify the pedestal to properly accommodate the remaining machines.

If, after such discontinuance, or if the terms of this Agreement are violated, and DISTRIBUTOR fails to remove the Machine and restore the site within ten days after reasonable notice and demand, STATE may thereafter remove the Machine and restore the site to its original condition and DISTRIBUTOR agrees to reimburse the STATE for the reasonable costs of that removal and restoration.

6. STATE reserves the right to close, temporarily or permanently, the safety roadside rest area for any reason without notification to the DISTRIBUTOR.

7. This Agreement shall commence on _____ 20____, and shall terminate on _____ 20____

The parties agree that only the following newspapers may be distributed:

NAME OF REST AREA(S)	TRAVEL DIRECTION	NAME OF NEWSPAPER	NUMBER OF MACHINES

COMPANY NAME	CONTACT PERSON	PHONE NUMBER
ADDRESS		E-MAIL ADDRESS

DISTRIBUTOR'S SIGNATURE
▶

DISTRICT USE ONLY

DISTRICT REST AREA COORDINATOR'S NAME	PHONE NUMBER
DISTRICT REST AREA COORDINATOR'S SIGNATURE ▶	E-MAIL ADDRESS